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Attorneys for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

RAYMOND NORVELL, MIKE VALLEJO
and DAVID SEGOVIA, individually and on
behalf of others similarly situated,
Plaintiffs,
v.
ROBINHOOD MARKETS, INC.,
Defendant.

Case No.

**ROBINHOOD MARKETS, INC.'S
NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332(a), (d), 1441, 1446 and 1453, Defendant
Robinhood Markets, Inc. ("Defendant") files this Notice of Removal to remove this

putative class action, and all claims and causes of action therein, from the Circuit Court for the State of Oregon for Multnomah County, as follows:

1. On January 28, 2021, Plaintiff Raymond Norvell (“Norvell”) commenced the action entitled *Raymond Norvell v. Robinhood Markets, Inc.*, Case No. 21-CV-03338, in the Circuit Court for the State of Oregon for Multnomah County. A true and correct copy of Plaintiff’s original putative class action complaint (the “Original Complaint”) is attached hereto as part of Exhibit A.

2. On March 1, 2021, Norvell filed in the Circuit Court for the State of Oregon for Multnomah County a First Amended Complaint (the “Operative Complaint”) including two additional named plaintiffs, Mike Vallejo and David Segovia, (together with Norvell, “Plaintiffs”). A true and correct copy of the Operative Complaint is attached hereto as part of Exhibit A.

3. In the Operative Complaint, Plaintiffs allege that Defendant “misrepresented the qualities and characteristics of its financial services . . . including misrepresentations by omission” to the Plaintiffs and members of the class. (Op. Compl. ¶ 11.) Plaintiffs allege that, as a result of Defendant’s purported conduct, Plaintiffs and members of the class “received financial services worth less than they would have been worth” absent the alleged misrepresentations, and would not have signed up for Defendant’s Gold service or traded with Defendant had they known “that Robinhood did not intend to honor . . . its advertisement of unlimited trades.” (*Id.*)

4. Pursuant to 28 U.S.C. § 1446(b), this notice of removal is being filed within thirty days of receipt by Defendant of a copy of the Original Complaint. This

notice of removal is thus timely filed in accordance with 28 U.S.C. §§ 1446(b) and 1453(b).

5. Defendant bases this notice of removal upon 28 U.S.C. § 1441(a), which permits defendants to remove any state court civil action over which the district courts of the United States have original jurisdiction.

6. This Court has original jurisdiction over the Operative Complaint pursuant to 28 U.S.C. § 1332(d)(2), because the matter in controversy is a putative class action in which a member of the putative class of plaintiffs is a citizen of a State different from the Defendant; the amount in controversy exceeds \$5 million, exclusive of interest and costs; and the number of putative class members is 100 or more.

7. This action is a putative class action as defined in Federal Rule of Civil Procedure 23 and Oregon Rule of Civil Procedure 32. The Operative Complaint is titled “Class Action Complaint for Equitable Relief,” is purportedly brought on behalf of “others similarly situated,” and asserts alleged harm suffered by “plaintiffs and other class members.”

8. Diversity jurisdiction as defined in 28 U.S.C. § 1332(d) exists among the putative class of plaintiffs and the Defendant. Defendant is a corporation organized under the laws of Delaware, with its principal place of business located at 85 Willow Road, Menlo Park, California. Accordingly, Defendant is not a citizen of the State in which the action was originally filed (Oregon). At present, Defendant has more than 50,000 customers residing in Oregon, and it advertises its products and services throughout Oregon. Accordingly, the putative class comprises 100 or more putative class members.

9. The matter in controversy exceeds \$5 million, exclusive of interest and costs. Plaintiffs seek disbursements and injunctive relief pursuant to ORS 646.638 prohibiting Defendant from “continuing the unlawful practices and false advertising giving rise to this class action.” (Op. Compl. ¶ 12.) The cost to Defendant of complying with this injunction in accordance with the sought relief would exceed \$5 million. For example, if Defendant were required to allow “unlimited trades” (*see id.* ¶ 2), it would potentially cost Defendant over \$1 billion in additional clearinghouse deposit requirements.

10. Additionally, the Operative Complaint states that “Plaintiffs and the other class members intend to request damages in an amended complaint.” (Op. Compl. ¶ 12.) The damages recoverable pursuant to ORS 646.638 are “actual damages or statutory damages of \$200, whichever is greater.” ORS 646.638(1). As alleged in paragraph 8 above, Robinhood has over 50,000 customers in Oregon. Therefore, the damages recoverable by the class exceed \$10 million.

11. This Court also has original jurisdiction over the Operative Complaint pursuant to 28 U.S.C. § 1332(a), which applies where (1) the action is between “citizens of different States,” and (2) the amount in controversy exceeds \$75,000.¹

12. First, there is complete diversity between the named Plaintiffs and the Defendant as defined in 28 U.S.C. § 1332(a)(1). Defendant is a corporation organized

¹ To the extent Plaintiffs raise state law claims on behalf of a covered class involving a covered security, this Court further has original jurisdiction over this action pursuant to the Securities Litigation Uniform Standards Act (“SLUSA”), 15 U.S.C. §§ 77p(c) and 78bb(f)(2).

under the laws of Delaware, with its principal place of business located in California.

Upon information and belief, the named Plaintiffs are all citizens of Oregon.

13. Second, the amount in controversy is in excess of \$75,000 based on the attorney's fees sought by the named Plaintiffs under ORS 646.638. While the Operative Complaint does not expressly define the putative class, it alleges claims against Defendant arising from Robinhood's advertisements directed toward "plaintiffs and other Oregon customers." (Op. Compl. ¶ 10.) Further, the Operative Complaint asserts a cause of action for unlawful trade practices under ORS 646.608 and 646.638, which is available only to Oregon residents. Defendant therefore understands the putative class in the Complaint to consist of citizens of Oregon. As alleged in paragraph 8 above, Defendant has more than 50,000 customers utilizing its products and services in Oregon. For an action of this size, seeking broad injunctive relief and damages, the Court may conclude that attorney's fees will exceed \$75,000.

14. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings and orders served upon Defendant in this case are attached hereto as Exhibit A.

15. Pursuant to 28 U.S.C. § 1446(d), Plaintiffs will be provided with written notice of the filing of this notice of removal.

16. Pursuant to 28 U.S.C. § 1446(d), a copy of this notice of removal will be filed with the Clerk of the Circuit Court for the State of Oregon for Multnomah County.

WHEREFORE, Defendant Robinhood Markets, Inc. removes this action from the Circuit Court for the State of Oregon for Multnomah County to this Court.

DATED: March 2, 2021.

STOEL RIVES LLP

/s/ Stephen H. Galloway

JOEL A. MULLIN, OSB No. 862533

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STEPHEN H. GALLOWAY, OSB No.

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bsukiennik@cravath.com

Telephone: 212.474.1000

Attorneys for Defendant

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR MULTNOMAH COUNTY

RAYMOND NORVELL
individually and on behalf
of others similarly situated

Plaintiff

vs

ROBINHOOD MARKETS, INC.

Defendant

Case No. 21CV03338

SUMMONS

TO: Robinhood Money, LLC dba Robinhood Markets, Inc.
c/o registered agent Incorporating Services, LTD
8130 SW Beaverton Hillsdale Hwy
Portland, Oregon 97225

NOTICE TO DEFENDANT:

READ THESE PAPERS CAREFULLY!

You must “appear” in this case or the other side will win automatically. To “appear” you must file with the court a legal document called a “motion” or “answer.” The “motion” or “answer” must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff’s attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar’s Lawyer Referral Service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.

February 3, 2021

/s/ Michael Fuller
Michael Fuller, OSB No. 09357
Lead Trial Attorney for Plaintiff
OlsenDaines
US Bancorp Tower
111 SW 5th Ave., Suite 3150
Portland, Oregon 97204
michael@underdoglawyer.com
Direct 503-222-2000

1
2 STATE OF OREGON)
3) ss:
4 County of Multnomah)

5 I, the undersigned attorney of record for plaintiff, certify that the foregoing is an
6 exact and complete copy of the original summons in the above-entitled cause.

7 February 3, 2021
8
9

10 /s/ Michael Fuller
11 **Michael Fuller, OSB No. 09357**
12 Lead Trial Attorney for Plaintiff
13 Olsen Daines
14 US Bancorp Tower
15 111 SW 5th Ave., Suite 3150
16 Portland, Oregon 97204
17 michael@underdoglawyer.com
18 Direct 503-222-2000

19 TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are
20 hereby directed to serve a true copy of this summons, together with a true copy of
21 the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to
22 whom or which this summons is directed, and to make your proof of service upon a
23 document which you shall attach hereto.

24 February 3, 2021
25
26

27 /s/ Michael Fuller
28 **Michael Fuller, OSB No. 09357**
Lead Trial Attorney for Plaintiff
Olsen Daines
US Bancorp Tower
111 SW 5th Ave., Suite 3150
Portland, Oregon 97204
michael@underdoglawyer.com
Direct 503-222-2000



February 3, 2021

Robinhood Markets, Inc.
c/o Vladimir Tenev, Co-CEO
c/o Baiju Bhatt, Co-CEO
85 Willow Road
Menlo Park, CA 94025

RE ORCP 32 Notice
Raymond Norvell vs. Robinhood Markets, Inc.
Case No. 21CV03338

Please see the attached cause of action for unlawful trade practices. Please provide us the identity and contact information for each putative class member, notify each member that upon request you will make the approximate compensation and remedy the alleged wrong, and cease from engaging in the practices alleged to be violative of the rights of the members.

Thank you.

Sincerely,

s/ Michael Fuller
Partner

Enclosure Class Action Complaint

cc Robinhood Markets, Inc.
 c/o registered agent Incorporating Services, LTD.
 8130 SW Beaverton Hillsdale Hwy
 Portland, Oregon 97225

US Bancorp Tower • 111 SW 5th Ave. • Suite 3150
Portland, Oregon 97204 • 503-222-2000

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3 IN THE CIRCUIT COURT FOR THE STATE OF OREGON
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5 FOR MULTNOMAH COUNTY

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7 **RAYMOND NORVELL**
8 individually and on behalf
9 of others similarly situated

10 Plaintiff

11 vs

12 **ROBINHOOD MARKETS, INC.**

13 Defendant
14

Case No.

**CLASS ACTION
COMPLAINT FOR
EQUITABLE RELIEF**

Unlawful Trade Practices

Jury Trial Requested
Filing Fee Authority: ORS 21.135
Not Subject to Mandatory Arbitration

15
16 **1.**

17 **FACTUAL ALLEGATIONS**

18 Robinhood is a California-based multi-billion-dollar financial services
19 corporation that advertises its mission to “provide everyone with access to the
20 financial markets, not just the wealthy.”
21

22 In June of 2016, Robinhood advertised to Mr. Norvell that he could use its
23 services to make unlimited commission-free trades in stocks, ETFs, and options.
24 Based on Robinhood’s advertisement, Mr. Norvell later agreed to pay \$5.00 per
25 month for Robinhood’s Gold service, which he was told would “supercharge” his
26 ability to invest in stocks. On January 25, 2021, Mr. Norvell relied on Robinhood’s
27 advertisement of unlimited trading to purchase stock in GameStop.
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2 Unfortunately for Mr. Norvell and thousands of other Robinhood customers,
3 Robinhood misrepresented the characteristics of its services by limiting its
4 customers' ability to make unlimited trades. If Mr. Norvell had known that
5 Robinhood did not intend to make good on its advertisements of unlimited trades, he
6 would not have signed up for its \$5.00 per month Gold service, and he would not
7 have used Robinhood to purchase stock in GameStop, which experienced a
8 significant ascertainable loss due to limits placed on Mr. Norvell's ability to trade
9 the stock by Robinhood on January 28, 2021.
10
11

12 **2.**

13 The Circuit Court for the County of Multnomah in Oregon has jurisdiction
14 because the behavior alleged in this complaint took place in and around Multnomah
15 County and because Mr. Norvell's claim arises under the Oregon Unlawful Trade
16 Practices Act, ORS 646.638.
17

18 **3.**

19 This complaint's allegations are based on personal knowledge as to Mr.
20 Norvell's own behavior and are made on information and belief as to the behavior of
21 others.
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23 **4.**

24 Mr. Norvell is a "person" as that term is defined at ORS 646.605(4) who used
25 Robinhood's services for personal investing.
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2 **5.**

3 Robinhood does regular and sustained business in Oregon and its subsidiary
4 corporations are registered with the Oregon Secretary of State.
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6 **6.**

7 Robinhood is a “person” as that term is defined at ORS 646.605(4).
8

9 **7.**

10 Robinhood regularly advertised and sold financial services to Mr. Norvell and
11 other Oregon customers in the course of its business.

12 **8.**

13 As alleged in this complaint, Robinhood misrepresented the qualities and
14 characteristics of its financial services to Mr. Norvell and other class members,
15 including misrepresentations by omission. As a result, Mr. Norvell and other class
16 members received financial services worth less than they would have been worth
17 had Robinhood’s representations (including misrepresentations by omission) about
18 its financial services been accurate. Mr. Norvell and other class members would not
19 have signed up for Robinhood and would not have agreed to pay \$5.00 per month for
20 Robinhood’s Gold service and would not have agreed to trade with Robinhood had
21 they know that Robinhood did not intend to honor its advertisement of unlimited
22 trades. Robinhood’s behavior as alleged in this complaint willfully and recklessly
23 violated ORS 646.608(1) (e), causing Mr. Norvell and other class members
24 ascertainable losses.
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2 **9.**

3 **CAUSE OF ACTION**

4 **Unlawful Trade Practices**

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6 This claim is not a request for damages at this time, only equitable and
7 injunctive relief. Mr. Norvell and the other class members intend to request damages
8 in an amended complaint. As alleged in this complaint, Robinhood's behavior
9 willfully and recklessly violated ORS 646.608, causing Mr. Norvell and other class
10 members ascertainable losses. Under ORS 646.638 Mr. Norvell requests fees, costs,
11 disbursements, an order requiring Robinhood to preserve all documents and
12 information (and electronically stored information) pertaining to this case, and an
13 injunction prohibiting Robinhood from continuing the unlawful practices and false
14 advertising giving rise to this class action.
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17 **10.**

18 **REQUEST FOR JURY TRIAL**

19 Mr. Norvell respectfully requests a trial by a jury.
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11.

PRAYER FOR RELIEF

Mr. Norvell respectfully requests relief against Robinhood as sought above, and any other relief the Court may deem appropriate, and an order appointing class counsel and an order certifying this case as a class action. Mr. Norvell reserves his right and may intend to amend this complaint to bring a claim against Robinhood and its executives for punitive damages.

January 28, 2021

RESPECTFULLY FILED,

s/ Michael Fuller

Michael Fuller, OSB No. 09357

Lead Trial Attorney for Plaintiff

OlsenDaines

US Bancorp Tower

111 SW 5th Ave., Suite 3150

Portland, Oregon 97204

michael@underdoglawyer.com

Direct 503-222-2000

Kelly Jones, OSB No. 074217

Of Attorneys for Plaintiff

The Law Office of Kelly Jones

kellydonovanjones@gmail.com

CERTIFICATE OF SERVICE

I certify that I cause this document to be served on:

**State of Oregon
c/o Oregon Department of Justice
1162 Court St. NE
Salem, Oregon 97301-4096**

January 28, 2021

/s/ Michael Fuller
Michael Fuller, OSB No. 09357
Lead Attorney for Plaintiff
OlsenDaines
US Bancorp Tower
111 SW 5th Ave., Suite 3150
Portland, Oregon 97204
michael@underdoglawyer.com
Direct 503-222-2000

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR MULTNOMAH COUNTY

RAYMOND NORVELL
MIKE VALLEJO
DAVID SEGOVIA
individually and on behalf
of others similarly situated

Plaintiffs

vs

ROBINHOOD MARKETS, INC.

Defendant

Case No. 21CV03338

CLASS ACTION
COMPLAINT FOR
EQUITABLE RELIEF

FIRST AMENDED

Unlawful Trade Practices

Jury Trial Requested
Filing Fee Authority: ORS 21.135
Not Subject to Mandatory Arbitration

1.

FACTUAL ALLEGATIONS

Robinhood is a California-based multi-billion-dollar financial services corporation that advertises its mission to “provide everyone with access to the financial markets, not just the wealthy.”

2.

In June of 2016, Robinhood advertised to Mr. Norvell that he could use its services to make unlimited commission-free trades in stocks, ETFs, and options. Based on Robinhood's advertisement, Mr. Norvell later agreed to pay \$5.00 per month for Robinhood's Gold service, which he was told would "supercharge" his ability to invest in stocks. On January 25, 2021, Mr. Norvell relied on Robinhood's advertisement of unlimited trading to purchase stock in GameStop using Robinhood's Gold service. Unfortunately for Mr. Norvell and thousands of other Robinhood Gold service customers, Robinhood misrepresented the characteristics of its Gold service by limiting its customers' ability to make unlimited trades. If Mr. Norvell had known that Robinhood did not intend to make good on its advertisements of unlimited trades, he would not have signed up for its \$5.00 per month Gold service, and he would not have used Robinhood to purchase stock in GameStop, which experienced a significant loss due to limits placed on Mr. Norvell's ability to trade the stock by Robinhood on January 28, 2021.

3.

In June of 2016, Robinhood advertised to Mr. Vallejo that he could use its services to make unlimited commission-free trades in stocks, ETFs, and options. Based on Robinhood's advertisement, Mr. Vallejo later agreed to pay \$5.00 per month for Robinhood's Gold service, which he was told would "supercharge" his ability to invest in stocks. On January 13, 2021, Mr. Vallejo relied on Robinhood's advertisement of unlimited trading to purchase stock in GameStop using Robinhood's Gold service. Unfortunately for Mr. Vallejo and thousands of other Robinhood Gold service customers, Robinhood misrepresented the characteristics of its Gold service by limiting its customers' ability to make unlimited trades. If Mr. Vallejo had known that Robinhood did not intend to make good on its advertisements of unlimited trades, he would not have signed up for its \$5.00 per month Gold service, and he would not have used Robinhood to purchase stock in GameStop, which experienced a significant loss due to limits placed on Mr. Vallejo's ability to trade the stock by Robinhood on January 28, 2021.

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In January of 2021, Robinhood advertised to Mr. Segovia that he could use its services to make unlimited commission-free trades in stocks, ETFs, and options. Based on Robinhood's advertisement, Mr. Segovia later agreed to pay \$5.00 per month for Robinhood's Gold service, which he was told would "supercharge" his ability to invest in stocks. On January 27, 2021, Mr. Segovia relied on Robinhood's advertisement of unlimited trading to purchase stock in GameStop using Robinhood's Gold service. Unfortunately for Mr. Segovia and thousands of other Robinhood Gold service customers, Robinhood misrepresented the characteristics of its Gold service by limiting its customers' ability to make unlimited trades. If Mr. Segovia had known that Robinhood did not intend to make good on its advertisements of unlimited trades, he would not have signed up for its \$5.00 per month Gold service, and he would not have used Robinhood to purchase stock in GameStop, which experienced a significant loss due to limits placed on Mr. Segovia's ability to trade the stock by Robinhood on January 28, 2021.

5.

The Circuit Court for the County of Multnomah in Oregon has jurisdiction because the behavior alleged in this complaint took place in and around Multnomah County and because plaintiffs' claim arises under the Oregon Unlawful Trade Practices Act, ORS 646.638.

1
2 **6.**

3 This complaint's allegations are based on personal knowledge as to plaintiffs'
4 own behavior and are made on information and belief as to the behavior of others.
5

6 **7.**

7 Plaintiffs are "persons" as that term is defined at ORS 646.605(4) who used
8 Robinhood's services for personal investing.
9

10 **8.**

11 Robinhood does regular and sustained business in Oregon and its subsidiary
12 corporations are registered with the Oregon Secretary of State.
13

14 **9.**

15 Robinhood is a "person" as that term is defined at ORS 646.605(4).
16

17 **10.**

18 Robinhood regularly advertised and sold financial services, including its Gold
19 service for \$5.00 per month, to plaintiffs and other Oregon customers in the course
20 of its business.
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11.

As alleged in this complaint, Robinhood misrepresented the qualities and characteristics of its financial services and its Gold service to plaintiffs and other class members who paid \$5.00 per month for Robinhood's Gold service, including misrepresentations by omission. As a result, plaintiffs and other class members received financial services worth less than they would have been worth had Robinhood's representations (including misrepresentations by omission) about its financial services been accurate, and suffered an ascertainable loss of \$5.00 per month for Gold service they never would have paid and lost had they known that Robinhood would not offer unlimited trades. Plaintiffs and other class members would not have signed up for Robinhood and would not have agreed to pay \$5.00 per month for Robinhood's Gold service and would not have agreed to trade with Robinhood had they know that Robinhood did not intend to honor or otherwise knew it would be unable to honor its advertisement of unlimited trades. Robinhood's behavior as alleged in this complaint willfully and recklessly violated ORS 646.608(1) (e), causing plaintiffs and other class members ascertainable losses.

12.

CAUSE OF ACTION

Unlawful Trade Practices

This claim is not a request for damages at this time, only equitable and injunctive relief. Plaintiffs and the other class members intend to request damages in an amended complaint. As alleged in this complaint, Robinhood's behavior willfully and recklessly violated ORS 646.608, causing plaintiffs and other class members ascertainable losses. Under ORS 646.638 plaintiffs request attorney fees, costs, disbursements, an order requiring Robinhood to preserve all documents and information (and electronically stored information) pertaining to this case, and an injunction prohibiting Robinhood from continuing the unlawful practices and false advertising giving rise to this class action.

13.

REQUEST FOR JURY TRIAL

Plaintiffs respectfully request a trial by a jury.

14.

PRAYER FOR RELIEF

Plaintiffs respectfully request relief against Robinhood as sought above, and any other relief the Court may deem appropriate, and an order appointing interim class counsel and an order certifying this case as a class action. Plaintiffs reserve their right and may intend to amend this complaint to bring a claim against Robinhood for punitive damages.

March 1, 2021

RESPECTFULLY FILED,

s/ Michael Fuller

Michael Fuller, OSB No. 09357

Lead Trial Attorney for Plaintiffs

OlsenDaines

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Kelly Jones, OSB No. 074217

Of Attorneys for Plaintiffs

The Law Office of Kelly Jones

kellydonovanjones@gmail.com

CERTIFICATE OF SERVICE

I certify that I cause this document to be served on:

**State of Oregon
c/o Oregon Department of Justice
1162 Court St. NE
Salem, Oregon 97301-4096**

March 1, 2021

/s/ Michael Fuller

Michael Fuller, OSB No. 09357

Lead Attorney for Plaintiff

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